

Basic Services and Facility Billing Requirements
From IDAPA 16.03.22 Residential Care or Assisted Living Facilities in Idaho
Licensing and Certification Interpretive Guidance in blue, italic

705. RESIDENT BUSINESS RECORDS.

Resident business records must contain the records described in Subsection 705.01 through 705.07 of these rules

02. Written Admissions Agreement. Written admission agreement that is signed and dated by the administrator, the resident, or his legal guardian or conservator. *The admission agreement should be signed and dated by all parties prior to, or on the date of admission. The admission agreement serves as the contract between the resident and the facility. It must clearly describe the services to be provided and the charges for those services. See 16.03.22.220.1-12*

03. Payment Schedule. A copy of the payment schedule and fee structure signed and dated by the resident, or his legal guardian or conservator, if such is separate from the admission agreement. *Payment schedule and fee structure refer to the prices or rates for all possible charges to the resident by the facility. This includes items that make up the resident's base monthly rate, such as rent, utilities, food, assistance with ADLs and other care. The payment schedule and fee structure also includes all items or services the resident may be charged extra for, such as tray service, a charge for moving apartments, assigned parking place, etc. If the facility determines cost of assistance/care using a formula or assessment, that formula or assessment must be included in the payment schedule and likewise signed and dated by the resident. Upon signing the payment schedule, the resident or representative should have a full understanding of what charges to expect on their bill, and understand what increases in cost they should expect when their needs increase. It is imperative the facility's billing practices and charges are transparent, easily understandable and clearly stated in the Admission Agreement, the Payment Schedule, or both.*

500. REQUIREMENTS FOR NOTICE OF MONTHLY FEE INCREASE.

The resident or resident's legal guardian, or conservator must be notified in writing of an increase in the facility monthly rates at least thirty (30) calendar days prior to such a raise taking effect.

Any change to the Payment Schedule, including a change in the assessment or formula used to determine the cost of care must be communicated, in writing, to the resident at least 30 days before the change is implemented. A change in room and board rate and/or assessment formula and/or cost of care must have a 30 day notice. A change in level of care must also have a 30 day notice unless there is a new NSA or addendum to the NSA due to a change in resident condition. This should be signed and dated by the resident/responsible party prior to the increase taking effect.

220. REQUIREMENTS FOR ADMISSION AGREEMENTS.

Prior to or on the day of admission, the facility and each resident or the resident's legal guardian or conservator will enter into a written admission agreement that is understandable and translated into a language the resident or his representative understands. The agreement must be signed by all involved parties. The admission agreement may be integrated within the Negotiated Service Agreement, provided that all requirements for the Negotiated Service Agreement and admission agreement are met. Admission agreements must include all items described under Subsections 220.01 through 220.13 of these rules.

01. Services Provided. Services the facility provides including: room, board, assistance with activities of daily living, supervision, assistance and monitoring of medications, laundering of linens owned by the facility, coordination of outside services, arrangement for routine, urgent, and emergency medical and dental services, emergency interventions, housekeeping services, maintenance, utilities, access to basic television in common areas, maintenance of self-help skills, recreational activities, and provisions for trips to social functions.

02. Staffing. Staffing patterns and qualification of staff on duty during a normal day.

03. Notification of Liability Insurance Coverage. The administrator of a residential care or assisted living facility must disclose in writing at the time of admission or before a resident's admission if the facility does not carry professional liability insurance. If the facility cancels the professional liability insurance all residents must be notified of the change in writing.

04. Medication Responsibilities. The facility's and resident's roles and responsibilities relating to assistance with medications including the reporting of missed doses or those taken on a PRN basis.

05. Resident Personal Fund Responsibilities. Who is responsible for the resident's personal funds.

06. Resident Belongings Responsibility. Responsibility for protection and disposition of all valuables belonging to the resident and provision for the return of resident's valuables if the resident leaves the facility.

07. Fee Description and Emergency Transfers. Fee description and conditions under which emergency transfers will be made.

a. Arrangement for payments;

b. How a partial month's resident fees are to be refunded when a resident no longer resides in the facility;

c. Written notice to vacate the facility must be given thirty (30) calendar days prior to transfer or discharge on the part of either party except in the following situations;

i. In the case of the resident's death, fifteen (15) days notice is required. The date of death begins the fifteen (15) days notice requirement; and

ii. In the case of an emergency condition that requires a resident's transfer, fifteen (15) days notice is required. The date of transfer starts the fifteen (15) days notice requirement.

08. Resident Permission to Transfer Information. Permission to transfer information from the resident's records to any facility to which the resident transfers.

09. Resident Responsibilities. Resident responsibilities, as appropriate.

10. Restrictions on Choice of Care or Service Providers. Any restriction on choice of care or service providers, such as pharmacy, home health agency, hospice agency, physician or authorized provider.

11. Advance Directive. Written documentation of the resident's preference regarding the formulation of an Advance Directive in accordance with Idaho state law. When a resident has an Advanced Directive, a copy must be immediately available for staff and emergency personnel.

12. Notification of Payee Requirements. Notification if the facility requires as a condition of admission that the administrator or an employee of the facility be named as payee; and

13. Other Information. Other information that the facility may deem appropriate.

320.REQUIREMENTS FOR THE NEGOTIATED SERVICE AGREEMENT.

The Negotiated Service Agreement must be completed and signed no later than fourteen (14) calendar days from the date of admission. A written interim plan must be developed and used while the Negotiated Service Agreement is being completed.

01. Use of Negotiated Service Agreement. Each resident, regardless of the source of funding, must enter into a Negotiated Service Agreement. The Negotiated Service Agreement provides for coordination of services and instruction to the facility staff. Upon completion, the agreement must

clearly identify the resident; describe services to be provided, the frequency of such services, and how such services are to be delivered. The Negotiated Service Agreement must be implemented. *The NSA must clearly set out all cares and assistance the resident is being charged for, and in a manner that staff can follow to provide those cares. If a resident's charges are increased to cover the need for increased care, changes to the NSA must be implemented prior to, or concurrent with the change in charges. The responsible party must be notified of the increased services to be provided and sign the NSA indicating approval of the increased care.*

03. Signature, Date and Approval of Agreement. The administrator and resident, legal guardian, or conservator, must sign and date the service agreement upon its completion.

04. Review Date. The Negotiated Service Agreement must include the next scheduled date of review. *The responsible party needs to know how often residents' needs are routinely re-assessed to determine if more care/charges may be warranted. The responsible party should be assured that as long as a significant change of condition does not occur, charges will not change until the next scheduled review, or unless the facility provides written notice the rate structure is changing.*

05. Development of the Service Agreement. The resident, and other relevant persons as identified by the resident, must be included in the development of the service agreement. Licensed and professional staff will be involved in the development of the service agreement as applicable. *The resident/responsible party has the right to decline additional services. If failing to accept those services places the resident in jeopardy, the facility may require the resident to move.*

06. Provision of Copy of Agreement. Signed copies of the agreement must be given to the resident, legal guardian, or conservator, and a copy placed in the resident's record file, no later than fourteen (14) calendar days from admission.

07. Resident Choice. A resident must be given the choice and control of how and what services the facility or external vendors will provide, to the extent the resident can make choices. The resident's choice must not violate the provisions of Section 39-3307(1), Idaho Code.

08. Periodic Review. The Negotiated Service Agreement must be reviewed when there is a change in a diagnosis for the resident or other change in condition requiring different, additional, or replacement services or at least every twelve (12) months. (3-30-06)

16.03.22.152 ADMISSION POLICIES

01. Admissions. Each facility must develop written admission policies and procedures. The written admission policy must include; **02. Fee Description.** A written description of how fees will be handled by the facility.

16.03.22.153.ADDITIONAL POLICIES REQUIRED.

03. Notification of Changes to Resident Health or Mental Status. Who and how staff are to notify of any changes in residents' health or mental status. *A cost increase that is related to a change in resident need and not a result of a change in the facility's rate structure would not require a 30 day notice. However, the facility should have documentation showing the responsible party has been notified of the increasing needs prior to the increased cost going into effect. The increased cares must also be reflected in the resident's NSA.*

430.REQUIREMENTS FOR FURNISHINGS, EQUIPMENT, SUPPLIES, AND BASIC SERVICES.

Each facility must provide at no additional cost to the resident:

05. Basic Services. The following are basic services to be provided by the facility at no additional cost to the resident: room, board, activities of daily living services, supervision, assistance and monitoring of medications laundering of linens owned by the facility, coordination of outside services,

arrangement for emergency transportation, emergency interventions, first aid, housekeeping services, maintenance, utilities, and access to basic television in common areas. *The resident's base monthly rate must include each of these items. Thus, a facility may not charge extra for these items, or charge for them on an Ala Carte or cafeteria style plan. A facility may charge more than one base monthly rate, depending on the level of service required, so long as the base monthly rent includes the basic services. For example, a facility may have levels of care 1-6 with a different charge for each. The system used by the facility must be sufficiently clear and understandable that the resident/responsible party can project how much they will have to pay if certain needs increase.*

06. Basic Supplies. The following are to be supplied by the facility at no additional cost to the resident: linens, towels, wash cloths, soap, shampoo, comb, hairbrush, toilet paper, sanitary napkins, first aid supplies, electric razors or other means of shaving, toothbrush, and toothpaste. (3-30-06) *The facility must have such supplies on hand to furnish to residents as needed. Residents may choose to purchase their own supplies rather than use the facility's.*

550.REQUIREMENTS FOR RESIDENTS' RIGHTS.

12. Control and Receipt of Health-Related Services. Each resident must have the right to control his receipt of health related services, including:

711.ONGOING RESIDENT CARE RECORDS.

05. Assessments. The resident's uniform assessment, including the admission assessment, and all assessments for the prior eighteen (18) months after the admission to the facility.

06. Negotiated Services Agreement. Signed and dated negotiated services agreements, including the admission Negotiated Service Agreement, and any modification and new agreements for the prior eighteen (18) months.

940.ENFORCEMENT REMEDY OF REVOCATION OF FACILITY LICENSE.

02. Reasons for Revocation or Denial of a Facility License. The Department may revoke or deny any facility license for any of the following reasons:

c. Any act adversely affecting the welfare of residents is being permitted, aided, performed, or abetted by the person or persons in charge of the facility. Such acts may include, but are not limited to, neglect, physical abuse, mental abuse, emotional abuse, violation of civil rights, criminal activity, or exploitation;

DEFINITIONS

16.03.22.010.04. Activities of Daily Living. The performance of basic self-care activities in meeting an individual's needs to sustain him in a daily living environment, including bathing, washing, dressing, toileting, grooming, eating, communicating, continence, and mobility.

16.03.22.010.29. Exploitation. The misuse of a resident's funds, property, resources, identity or person for profit or advantage.

16.03.22.011.25. Negotiated Service Agreement. The plan reached by the resident and/or their representative and the facility based on the assessment, physician or authorized provider's orders, admission records, and desires of the resident, and which outlines services to be provided and the obligations of the facility and the resident.